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16 Attorney for The People of The State of
17 California, Ex Rel. Attorney General Edmund G. Brown, Jr.

18 UNITED STATES DISTRICT COURT
19 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20 UNITED STATES OF AMERICA and)	CIVIL ACTION NO.
21 THE PEOPLE OF THE STATE OF)	
22 CALIFORNIA, EX REL. ATTORNEY)	<u>CONSENT DECREE</u>
23 GENERAL EDMUND G. BROWN, JR.,)	
)	
24 Plaintiffs,)	
)	
25 LINDER & ASSOCIATES,)	
)	
26 Defendant.)	

1 WHEREAS, Plaintiffs, the United States of America, on
2 behalf of the United States Department of Housing and Urban
3 Development ("HUD") and the United States Environmental
4 Protection Agency ("EPA"), and the People of the State of
5 California, Ex Rel. Attorney General Edmund G. Brown, Jr., ("the
6 People") have filed a complaint alleging that Linder &
7 Associates ("Defendant") violated Section 1018 of the
8 Residential Lead-Based Paint Hazard Reduction Act of 1992
9 ("Section 1018"), 42 U.S.C. § 4852d and the California Unfair
10 Competition Law, California Business and Professions Code
11 section 17200 et seq. ("UCL"); and
12
13

14 WHEREAS, Section 1018 and the implementing
15 regulations, found at 24 C.F.R. Part 35, Subpart A, and 40
16 C.F.R. Part 745, Subpart F, require, among other things, that
17 the managing agents of apartment buildings subject to the law
18 make certain disclosures concerning Lead-Based Paint and Lead-
19 Based Paint hazards to tenants when a new lease is entered into
20 or, if the lease predates the effective date of Section 1018, at
21 the first change to the terms of an existing lease, such as a
22 rent increase; and
23

24 WHEREAS, Defendant manages 53 residential properties
25 in the State of California constructed prior to 1978 containing
26 approximately 805 units; and
27
28

1 WHEREAS, the United States and the People allege that
2 Defendant failed to make certain disclosures required by Section
3 1018 in these residential properties in the State of California;
4 and

5 WHEREAS, the United States alleges it is entitled to
6 seek injunctive relief in a judicial action, including, but not
7 limited to, an order requiring Defendant to comply with Section
8 1018 prospectively, and an order requiring Defendant to abate
9 Lead-Based Paint; and
10

11 WHEREAS, the United States alleges Defendant is
12 subject to administrative civil penalties by HUD and EPA for
13 violations of Section 1018 of up to \$11,000 per violation; and
14

15 WHEREAS, the People allege that Defendant has engaged
16 in unfair business practices, in violation of California's UCL,
17 by failing to comply with Section 1018 and the Los Angeles
18 County Health and Safety code section 11.28.030 ("Los Angeles
19 County Ordinance"); and
20

21 WHEREAS, the People allege that they are entitled to
22 injunctive relief pursuant to the UCL requiring Defendant to
23 comply with Section 1018 and the Los Angeles County Ordinance
24 and an order requiring Defendant to abate Lead-Based Paint; and
25

26 WHEREAS, the People allege that Defendant is subject
27 to a penalty by the People for violations of the UCL of up to
28 \$2,500 per violation; and

1 WHEREAS, the United States, the People, and Defendant
2 agree that settlement of the claims of the United States without
3 further litigation is in the public interest and that entry of
4 this Consent Decree is an appropriate means of resolving this
5 matter; and

6 WHEREAS, the United States, the People, and the
7 Defendant agree that judicial economy is served by having state
8 and federal claims resolved in the same lawsuit; and

9 WHEREAS, the United States, the People, and Defendant
10 agree that settlement and entry of this Consent Decree does not
11 constitute admission or acknowledgment of liability or
12 wrongdoing by Defendant, but is intended solely to settle all
13 claims asserted by the United States and the People against
14 Defendant on the terms set forth herein;

15 NOW, THEREFORE, upon consent and agreement of the
16 United States, the People, and Defendant, and the Court having
17 considered the matter and been duly advised,

18 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as
19 follows:

20
21
22
23
24 **I. JURISDICTION AND VENUE**

25 1. This Court has jurisdiction over the subject
26 matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and
27 42 U.S.C. § 4852d(b)(2) and also has personal jurisdiction over
28 the Defendant. Defendant consents to, and shall not challenge

1 entry of, this Consent Decree and the Court's jurisdiction to
2 enter and enforce this Consent Decree. This Court has
3 jurisdiction over the subject matter of the claims made under
4 state law in this action under 28 U.S.C. § 1367(a) (supplemental
5 jurisdiction) because the claims under state law arise out of
6 the same common nucleus of facts as the federal question
7 jurisdiction claims set forth in this Complaint and they are so
8 closely related to the actions brought under federal law that
9 they form part of the same case or controversy.

10
11 2. Venue is proper in this Court pursuant to 28
12 U.S.C. § 1391(b) and (c) because the lawsuit involves actions
13 that took place, and the Subject Properties are located in the
14 Central District of California.

15 II. PARTIES BOUND

16 3. This Consent Decree shall apply to and be binding
17 upon the United States, the People, and Defendant, and its
18 successors and assigns.

19 III. DEFINITIONS

20 4. Unless otherwise expressly provided herein, terms
21 used in this Consent Decree, which are defined in the
22 Residential Lead-Based Paint Hazard Reduction Act ("Act"), shall
23 have the meaning given in the Act or in any regulations
24 promulgated pursuant to the Act. Whenever other terms listed
25 below are used in this Consent Decree, the following definitions
26 shall apply:

27 a. "Clearance Examination" shall mean an activity
28 conducted after Lead-Based Paint Hazard Reduction Work has been

1 performed to determine that the Hazard Reduction Work is
2 complete and that no settled dust-lead hazards exist. The
3 clearance process includes a visual assessment and collection
4 and analysis of environmental samples. The appropriate clearance
5 standards shall be the more restrictive of those set by the
6 jurisdiction where the property is located or by Section 403 of
7 the Toxic Substances Control Act ("TSCA") and its implementing
8 regulations, 40 C.F.R. Part 745, Subpart D.

9
10 b. "Day" shall mean a calendar day. In computing
11 any period of time under this Consent Decree, where the last day
12 would fall on a Saturday, Sunday, or federal holiday, the period
13 shall run until the close of business of the next working day.

14 c. "Hazard Reduction Work" shall mean any activity
15 designed to reduce or eliminate human exposure to Lead-Based
16 Paint hazards through methods including interim controls or
17 abatement or a combination of the two.

18 d. "HUD Guidelines" shall mean the edition of the
19 "HUD Guidelines for the Evaluation and Control of Lead-Based
20 Paint Hazards in Housing" in effect on the date the work is
21 conducted pursuant to this Consent Decree.

22 e. "Interest" shall mean interest pursuant to 28
23 U.S.C. § 1961.

24 f. "Lead-Based Paint" shall mean paint or other
25 surface coatings that contain lead equal to or in excess of 1.0
26 milligrams per square centimeter or 0.5 percent by weight. If
27 housing subject to this Consent Decree is located in a
28 jurisdiction with a more stringent definition of lead-based

1 paint or safety standard, such as the 0.7 milligrams of lead per
2 square centimeter standard in Los Angeles County, "Lead-Based
3 Paint" shall mean paint or other surface coatings that meets the
4 more stringent standard.

5 g. "Lead-Based Paint Free" shall mean housing that
6 has been found to be free of paint or other surface coatings
7 that contain lead equal to or in excess of 1.0 milligrams per
8 square centimeter or 0.5 percent by weight. If housing subject
9 to this Consent Decree is located in a jurisdiction with a more
10 stringent definition of lead-based paint or safety standard,
11 such as the 0.7 milligrams of lead per square centimeter
12 standard in Los Angeles County, "Lead-Based Paint Free" shall
13 mean housing that meets the more stringent standard.
14

15 h. "Lead Abatement Supervisor" shall mean any person
16 licensed by the State of California as a Certified Lead
17 Supervisor to perform lead abatement and mitigation, and
18 supervise lead abatement workers who perform lead abatement and
19 mitigation, as defined in Cal. Code Regs. Tit. 17, § 35008
20 (2004).

21 i. "Paragraph" shall mean a portion of this Consent
22 Decree identified by an Arabic numeral or a lower case letter.

23 j. "Section" shall mean a portion of this Consent
24 Decree identified by a roman numeral.

25 k. "State" shall mean the State of California.

26 l. "Subject Properties" shall mean the properties
27 listed on Appendix A, attached hereto.
28

1 m. "United States" shall mean the United States of
2 America on behalf of HUD and EPA.

3 n. "0-bedroom dwelling" shall mean any residential
4 dwelling in which the living area is not separated from the
5 sleeping area. The term includes efficiencies, studio
6 apartments, dormitory housing, military barracks, and rental of
7 individual rooms in residential dwellings.

8 IV. COMPLIANCE WITH SECTION 1018

9 5. Defendant shall comply with all requirements of
10 Section 1018 and its implementing regulations.

11 6. To the extent not previously accomplished, no
12 later than ten (10) days after entry of this Consent Decree,
13 Defendant shall provide to each tenant in the Subject Properties
14 a lead hazard information pamphlet approved by EPA, as well as a
15 "lead paint disclosure form" which shall include at a minimum
16 the following:
17

18 a. Any known information concerning Lead-Based Paint
19 hazards and/or Lead-Based Paint;

20 b. Any available records or reports, or summaries
21 thereof, pertaining to Lead-Based Paint hazards and/or Lead-
22 Based Paint; and

23 c. A Lead Warning Statement containing the specific
24 language set forth in regulations promulgated pursuant to
25 Section 1018.

26 7. Within twenty (20) days after entry of this
27 Consent Decree, Defendant shall provide written notice to HUD
28

1 and EPA that it has complied with the requirements of Paragraph
2 6 of this Consent Decree.

3 V. PAYMENT OF PENALTY

4 8. Within thirty (30) days after entry of this
5 Consent Decree, Defendant shall pay a civil penalty of \$7,700.00
6 to the United States as an administrative penalty for past
7 violations of Section 1018.

8 9. Payment of this penalty shall be effected by
9 Electronic Funds Transfer ("EFT") to the United States
10 Department of Justice, in accordance with current EFT
11 procedures, referencing the USAO File Number 1999V02563 and DOJ
12 Case Number 90-5-1-1-07223/1, and the civil action case name and
13 case number. Payment shall be made in accordance with
14 instructions provided to Defendant by the Financial Litigation
15 Unit of the U.S. Attorney's Office for the Central District of
16 California. Any funds received after 11:00 a.m. (EST) shall be
17 credited on the next business day.
18

19 10. Within thirty (30) days after entry of this
20 Consent Decree, Defendant shall pay costs in the amount of
21 \$2,300.00 to the State of California. This payment shall be
22 rendered by check or money order made payable to "Attorney
23 General of the State of California" and shall be sent by
24 certified mail, overnight delivery, or hand delivery to Rose B.
25 Fua, Deputy Attorney General, 1515 Clay Street, Suite 2000, P.O.
26 Box 70550, Oakland, CA 94612-0550.

27 11. Notification that payment of the penalty to the
28 United States has been made, referencing the USAO File Number

1 1999V02563 and DOJ Case Number 90-5-1-1-07223/1 and the civil
2 action case name and case number, shall be provided in
3 accordance with the notification provisions of Section XVI.

4 12. If Defendant fails to make any payment under
5 Paragraphs 8 or 10, it shall be subject to Stipulated Penalties
6 pursuant to Paragraph 25 of this Consent Decree. In addition,
7 Interest shall accrue on any unpaid amounts until the total
8 amount due has been received.

9 13. Defendant shall not deduct the penalty, costs, or
10 any Interest or Stipulated Penalties, paid under this Consent
11 Decree from its federal, state, or local income taxes, and the
12 United States does not in any way release Defendant from any
13 claims arising under Title 26 of the United States Code.
14

15 **VI. WORK TO BE PERFORMED**

16 14. This Section shall govern the Lead-Based Paint
17 inspection and Hazard Reduction Work to be performed under this
18 Consent Decree at all Subject Properties.

19 15. To the extent not previously accomplished, no
20 later than thirty (30) days after entry of this Consent Decree,
21 Defendant shall have inspected all Subject Properties for Lead-
22 Based Paint consistent with Chapter 7 of the HUD Guidelines.
23 For those Subject Properties inspected prior to entry of this
24 Consent Decree, HUD and EPA have accepted the inspections as
25 performed. For the two 0-bedroom only Subject Properties (1335
26 S. Bronson and 1308 S. 5th Avenue), those units with children
27 six (6) years of age or under shall be inspected along with the
28 common areas and exteriors of those Subject Properties. For

1 each Subject Property, Defendant shall provide a copy of each
2 Lead-Based Paint inspection report ("Inspection Report") to HUD
3 and EPA no later than forty-five (45) days after receipt of the
4 report.

5 16. No later than forty-five (45) days after entry of
6 this Consent Decree, Defendant shall submit a list of Subject
7 Properties divided into Group 1 and Group 2. Group 1 Subject
8 Properties shall include all properties where the Inspection
9 Report indicates the condition of the lead-based paint is
10 identified as fair or deteriorated. Group 2 Subject Properties
11 shall include all properties where the Inspection Report
12 indicates all lead-based paint is in an intact condition.

13 17.a. No later than one hundred and twenty (120)
14 days after entry of this Consent Decree, Defendant shall provide
15 to HUD and EPA copies of a plan for Lead-Based Paint Hazard
16 Reduction Work ("Hazard Reduction Plan") for all Subject
17 Properties where Lead-Based Paint has been identified. The
18 Hazard Reduction Plan shall be prepared by a certified Lead
19 Abatement Supervisor and shall include: (1) a description of
20 abatement methods to be used in Group 1 properties; (2) a
21 description of interim control methods to be used in Group 2
22 properties if deteriorated paint is identified through ongoing
23 operations and maintenance; (3) information about the components
24 to be treated, including location and condition; (4) a
25 description of training to be provided to workers performing
26 visual assessments and interim controls; and (5) the names and
27 certification numbers of certified contractors used for
28

1 abatement. The Hazard Reduction Plan shall be prepared to
2 ensure that Lead-Based Paint Hazard Reduction Work required by
3 Section VI of this Consent Decree is conducted in accordance
4 with Chapters 11, 12 and 13 of the HUD Guidelines. The Hazard
5 Reduction Plan shall include specifications as provided in the
6 HUD Guidelines, Appendix 7.3. Lead-Based Paint Abatement
7 Specification, or the equivalent.

8 b. After review of the Hazard Reduction Plan, HUD
9 shall, in writing: (1) approve, in whole or in part, the
10 submission; (2) approve the submission with modifications; or
11 (3) disapprove, in whole or in part, the submission, directing
12 the Defendant to resubmit the document after modification to
13 address HUD's comments. If HUD disapproves of or requires
14 revisions to the Hazard Reduction Plan, in whole or in part,
15 Defendant shall amend and submit to HUD and EPA a revised Hazard
16 Reduction Plan which is responsive to the directions in HUD's
17 comments, within twenty-one (21) days of receiving such
18 comments. The Hazard Reduction Plan must be approved by HUD
19 before any work is performed at the Subject Properties pursuant
20 to this Consent Decree.

22 c. No later than thirty (30) days after approval of
23 the Hazard Reduction Plan, Defendant shall submit a plan to HUD
24 for ongoing operations and maintenance ("O&M Plan") for those
25 properties that are not Lead-Based Paint Free. The O&M Plan
26 shall include a plan to monitor all lead-based paint identified
27 in both Group 1 and Group 2 properties. The O&M Plan shall
28 include provisions to perform visual assessments of units,

1 common areas, and exteriors on a regular basis in accordance
2 with Chapter 6 of the HUD Guidelines, and upon tenant turnover.

3 d. After review of the O&M Plan, HUD shall, in
4 writing: (1) approve, in whole or in part, the submission; (2)
5 approve the submission with modifications; or (3) disapprove, in
6 whole or in part, the submission, directing the Defendant to
7 resubmit the document after modification to address HUD's
8 comments. If HUD disapproves of or requires revisions to the
9 O&M Plan, in whole or in part, Defendant shall amend and
10 resubmit to HUD a revised O&M Plan which is responsive to the
11 directions in HUD's comments, within twenty-one (21) days of
12 receiving such comments. The O&M Plan shall be prepared in
13 accordance with Chapters 6 and 17 of the HUD Guidelines.
14

15 18. For each Subject Property where Lead-Based Paint
16 has been identified, the following work shall be performed, in
17 accordance with the Hazard Reduction Plan:

18 a. All windows in all units and common areas of the
19 Subject Properties not identified as Lead-Based Paint Free shall
20 be replaced in accordance with Chapter 12 of the HUD Guidelines
21 by the following deadlines:

22 i. For Group 1 non 0-bedroom dwelling Subject
23 Properties, no later than four (4) years after approval of
24 the Hazard Reduction Plan;

25 ii. For Group 1 0-bedroom dwelling Subject
26 Properties with children six (6) years of age or under, no
27 later than five (5) years after approval of the Hazard
28 Reduction Plan;

1 iii. For Group 2 non 0-bedroom dwelling Subject
2 properties, upon tenant turnover, but no later than five
3 (5) years after approval of the Hazard Reduction Plan; and

4 iv. For Group 2 0-bedroom dwelling Subject
5 Properties with children six (6) years of age or under,
6 upon tenant turnover, but no later than six (6) years after
7 approval of the Hazard Reduction Plan.

8 b. For Group 1 Subject Properties, any surfaces
9 and/or components in any units, common areas, and exteriors
10 identified as having Lead-Based Paint in a fair or deteriorated
11 condition shall be abated in accordance with the Hazard
12 Reduction Plan and with Chapters 12 and/or 13 of the HUD
13 Guidelines by the following deadlines:

14 i. For non 0-bedroom dwelling units, within four
15 (4) years after approval of the Hazard Reduction Plan; and
16

17 ii. For 0-bedroom dwelling units with children
18 six (6) years of age or under, within five (5) years after
19 approval of the Hazard Reduction Plan.

20 iii. For all Group 2 Subject Properties, upon
21 approval of the O&M Plan, the Defendant shall perform
22 ongoing operations and maintenance work of surfaces and/or
23 components in units, common areas, and exteriors identified
24 as having Lead-Based Paint in accordance with the O&M Plan
25 and with Chapters 6 and 17 of the HUD Guidelines. As part
26 of ongoing operations and maintenance work, the Defendant
27 shall perform interim controls for any surfaces and/or
28 components later identified in a deteriorated condition in

1 accordance with the Hazard Reduction Plan and with Chapter
2 11 of the HUD Guidelines.

3 d. No later than one (1) year after approval of the
4 Hazard Reduction Plan, any bare soil identified on the grounds
5 of each Subject Property shall be covered with a vegetative
6 ground covering, mulch, or other appropriate covering in
7 accordance with Chapter 11 of the HUD Guidelines.

8 e. Worksite preparation and occupant protection
9 shall be in accordance with Chapter 8 of the HUD Guidelines.

10 f. Daily and final cleanups shall be in accordance
11 with Chapter 14 of the HUD Guidelines.

12 g. Clearance Examinations shall be conducted by a
13 certified Lead-Based Paint risk assessor in each building upon
14 completion of final cleanup in accordance with Chapter 15 of the
15 HUD Guidelines, TSCA Section 403, 15 U.S.C. § 2683 and 40 C.F.R.
16 §§ 745.227(e)(8) and (9). Within fifteen (15) days of the
17 receipt of any Clearance Examination Report ("Clearance
18 Report"), the Defendant shall submit the Clearance Report to
19 HUD, any required state agency, and any required local agency.
20 The Clearance Report shall contain all results of dust samples
21 analyzed at an EPA-accredited laboratory. If the results
22 indicate the clearance standard is not achieved, Defendant shall
23 repeat the cleaning procedures identified above under Paragraph
24 18.f., repeat dust clearance sampling within five (5) days of
25 the failed Clearance Report, and repeat this procedure until the
26 clearance standard has been attained. All additional Clearance
27 Reports shall be submitted as described above.
28

1 h. In each year Defendant shall make substantial and
2 reasonable progress on the Lead-Based Paint Hazard Reduction
3 Work agreed to in this Consent Decree and shall detail the
4 progress made in the Annual Report required in Paragraph 24 of
5 this Consent Decree. The parties agree that substantial and
6 reasonable progress shall mean completion of at least twenty
7 (20) percent of the remaining inventory of Subject Properties in
8 each year.

9 19. All the requirements of this Section, except the
10 timelines, shall apply in any instance where Defendant or any
11 governmental entity is or becomes aware of a Subject Property
12 where a child with an elevated blood lead level resides or is a
13 regular visitor. Defendant shall perform an inspection and
14 complete all required Hazard Reduction Work within five (5)
15 months after Defendant is or becomes aware of a property where a
16 child with an elevated blood lead level resides or is a regular
17 visitor. Defendant shall also comply with any work required by
18 any other government entity, such as the City, County, or State
19 within the timelines imposed by that entity.

20 20. Ongoing operations and maintenance work in all
21 Subject Properties that are not certified Lead-Based Paint Free
22 shall be implemented at the completion of any Hazard Reduction
23 Work within thirty (30) days of the Clearance Examination, and
24 shall be in accordance with the O&M Plan and Chapters 6 and 17
25 of the HUD Guidelines. During reevaluations, Defendant shall
26 ensure that all surfaces and/or components with Lead-Based Paint
27 are still intact and the Hazard Reduction Work performed has not
28

1 failed. If any Hazard Reduction Work has failed in Group 1
2 properties, Defendant shall repair the area in accordance with
3 Chapters 12 and/or 13 of the HUD Guidelines and perform a
4 Clearance Examination within thirty (30) days of discovery. If
5 any surfaces are identified with deteriorated Lead-Based Paint
6 in Group 2 properties, Defendant shall repair the area in
7 accordance with Chapter 11 of the HUD Guidelines and perform a
8 Clearance Examination within thirty (30) days of discovery.

9 **VII. QUALIFICATIONS TO CONDUCT LEAD-BASED PAINT WORK**

10 21. All Lead-Based Paint inspections and Lead-Based
11 Paint Hazard Reduction Work shall be consistent with the HUD
12 Guidelines and conducted by individuals authorized to perform
13 the work in accordance with the laws of the jurisdiction where
14 the property is located. Persons performing interim controls,
15 visual assessments for ongoing operations and maintenance work,
16 and general maintenance shall be trained in either HUD's one day
17 "Lead Safe Work Practices" class or the HUD/EPA "Remodeling,
18 Repair, and Painting" class.

20 22. Defendant shall ensure that Lead-Based Paint
21 inspections are not done by the same individual and/or same or
22 related business entity who or which will perform Lead-Based
23 Paint Hazard Reduction Work on the Subject Properties.

24 23. Defendant shall ensure that Clearance
25 Examinations are not conducted by the same individual and/or
26 same or related business entity who or which conducted the Lead-
27 Based Paint Hazard Reduction Work that is being evaluated by the
28 dust Clearance Examination.

1 VIII. REPORTING REQUIREMENTS

2 24.a. On or before the one (1) year anniversary of
3 the entry of this Consent Decree, and annually thereafter until
4 completion of all Lead-Based Paint Hazard Reduction Work,
5 Defendant shall submit a written Annual Report to HUD and EPA.
6 The Annual Report shall include, at a minimum: (1) a list of the
7 property addresses where Lead-Based Paint inspections have been
8 performed; (2) the status of Hazard Reduction Work activities,
9 including the type of abatement or interim controls conducted
10 and components treated, and a list of the property addresses and
11 unit numbers where Hazard Reduction Work has been completed
12 during that reporting period; (3) the status of ongoing
13 operations and maintenance work activities in accordance with
14 Paragraph 20; (4) any and all information concerning the cost of
15 the inspections and Hazard Reduction Work performed; (5) any
16 Clearance Reports that have not been previously provided to HUD
17 under Paragraph 18.g.; and (6) any State, County, or City
18 notices relating to Lead-Based Paint violations at the Subject
19 Properties.
20

21 b. Defendant shall comply, and shall ensure
22 contractor compliance, with any State, County, and/or City
23 requirements for conducting or reporting Lead-Based Paint
24 inspections and Hazard Reduction Work in effect in a
25 jurisdiction where a property subject to this Consent Decree is
26 located, including, but not limited to Cal. Code Regs., tit. 17,
27 § 36000 and § 36100 (2004).
28

1 IX. STIPULATED PENALTIES

2 25. If Defendant fails to make timely payment of the
3 penalty or costs provided for in Section V, Defendant shall be
4 required to pay as Stipulated Penalties \$400 per day for each
5 day that payment is late. Stipulated Penalties shall accrue
6 until such time as the original penalty and all accrued
7 Stipulated Penalties are paid.

8 26. If Defendant fails to complete testing as
9 described in Paragraph 15, to comply with Paragraph 19, or to
10 conduct ongoing operations and maintenance work as described in
11 Paragraph 20, Defendant shall pay Stipulated Penalties of \$200
12 per day per violation per unit, until the testing, EBL work as
13 described in Paragraph 19, and/or ongoing operations and
14 maintenance work is completed. If any Hazard Reduction Work
15 fails because of Defendant's failure to follow the Hazard
16 Reduction Plan, HUD Guidelines and/or conduct ongoing operations
17 and maintenance work as described in Paragraph 20, those
18 properties shall not be considered treated in accordance with
19 this Consent Decree and Stipulated Penalties shall accrue.

20 27. If Defendant fails to submit any information or
21 reports to HUD, as described in Paragraphs 15, 16, 17, 18, and
22 24 in accordance with the requirements and/or deadlines set
23 forth in this Consent Decree, Defendant shall pay Stipulated
24 Penalties of \$200 per day for each day the submission is deemed
25 inadequate and/or late.
26

27 28. If Defendant fails to deliver or cause to be
28 delivered the Letter of Credit described in Paragraph 31 by the

1 date set forth in that Paragraph, Defendant shall be required to
2 pay as Stipulated Penalties \$400 per day for each day the
3 delivery of the Letter of Credit is late.

4 29. Payment of Stipulated Penalties shall be made to
5 the United States in the manner set forth in Paragraph 9 of this
6 Consent Decree.

7 30. Stipulated Penalties shall accrue regardless of
8 whether the United States has notified Defendant of the
9 violation or made a demand for payment, but need only be paid
10 upon demand. All penalties shall begin to accrue on the first
11 day after payment is due or a required activity has not been
12 performed and shall continue to accrue through the date of
13 payment, or until the required activity is performed. However,
14 the United States may, in its unreviewable discretion, waive or
15 reduce the amount of any Stipulated Penalty. Nothing herein
16 shall prevent the United States from seeking other relief that
17 may be available for non-compliance, nor prevent the
18 simultaneous accrual of separate penalties for separate
19 violations of this Consent Decree.
20

21 **X. PERFORMANCE GUARANTEE**

22 31. As assurance of performance of certain of
23 Defendant's obligations under this Consent Decree, within
24 fifteen (15) days of the Effective Date of this Consent Decree,
25 Defendant shall deliver or cause to be delivered to Craig
26 Takenaka and Suzanne V. Spillane, Housing Division, Los Angeles
27 City Attorney's Office, 200 North Main Street, 9th Floor, Los
28 Angeles, CA 90012, an irrevocable letter of credit issued by a

1 federally-insured bank with offices in the State of California
2 (the "LC Issuer"), in the amount of \$100,000.00, for the benefit
3 of the Los Angeles City Attorney's Office, Housing Division (the
4 "LC Beneficiary") to be used solely for reimbursing costs of
5 lead abatement work in residential housing in the City of Los
6 Angeles, in accordance with the LC Beneficiary's Letter of
7 Intent attached hereto as Appendix B, and having an expiry date
8 that is one hundred eighty (180) days after the sixth
9 anniversary of the date of issuance thereof (herein called the
10 "Letter of Credit"). The Letter of Credit shall be subject to
11 being drawn upon by the LC Beneficiary, in accordance with
12 Appendices C and D, solely in the event that within six (6)
13 years following the approval of the Hazard Reduction Plan
14 Defendant has failed to certify that Defendant has completed the
15 requirements of Section VI (Work To Be Performed) for at least
16 two hundred and seventy-five (275) units in the Subject
17 Properties; and/or Plaintiffs otherwise determine that Defendant
18 has failed to complete the requirements of Section VI (Work To
19 Be Performed) for at least two hundred and seventy-five (275)
20 units in the Subject Properties.

22 32. At any time commencing six (6) years after the
23 approval of the Hazard Reduction Plan, provided the LC
24 Beneficiary gives written notice to Defendant of its intention
25 to draw upon the Letter of Credit at least ten (10) business
26 days prior to doing so, the LC Beneficiary shall be entitled to
27 draw upon the Letter of Credit, by presentation to the LC Issuer
28 of the Letter of Credit, accompanied by a sight draft and a

1 certification, in accordance with the terms of the Letter of
2 Credit. It is hereby agreed that the form of such certification
3 shall be substantially as set forth in Appendix C attached
4 hereto. Upon presentation of the Letter of Credit and the
5 aforesaid documents to the LC Issuer, the LC Issuer shall have
6 ten (10) business days in which to honor the Letter of Credit.
7 Any funds drawn from the Letter of Credit by the LC Beneficiary
8 are to be used solely for reimbursing costs of lead abatement
9 work in residential housing in the City of Los Angeles.

10
11 33. The Letter of Credit is subject to reduction by
12 three hundred and sixty-four dollars (\$364.00) for each unit in
13 the Subject Properties where the work has been completed in
14 accordance with Section VI (Work To Be Performed). The amount
15 of the Letter of Credit shall be subject to reduction at the
16 time an Annual Report is submitted in accordance with Paragraph
17 24.a. In any case in which Defendant is entitled to a reduction
18 in the Letter of Credit as provided above, Defendant may make a
19 written request to HUD, EPA, and the LC Beneficiary for such a
20 reduction. Upon receipt of the applicable submission and such
21 written request, within sixty (60) days, Plaintiffs shall
22 determine whether Defendant has completed the requirements in
23 Section VI such that Defendant qualifies for such a reduction.
24 Upon such determination, the Plaintiffs will so notify the LC
25 Beneficiary in writing, and the LC Beneficiary shall execute and
26 deliver to the LC Issuer a reduction certificate substantially
27 in the form set forth in Appendix D attached hereto, specifying
28 the amount by which the Letter of Credit is reduced as

1 determined above and the resulting amount available to be drawn
2 thereunder ("Reduction Certificate"). The parties agree that
3 Defendant has not waived its right to contest such
4 determination. Upon delivery of any such Reduction Certificate,
5 the LC Issuer's obligations under the Letter of Credit shall be
6 reduced accordingly, and all references herein to the "Letter of
7 Credit" shall be deemed to mean and refer to the Letter of
8 Credit as so modified. It is further agreed that, as between
9 the parties, if Defendant shall have qualified for any reduction
10 in the Letter of Credit as provided above, the amount that the
11 LC Beneficiary shall be entitled to draw under the Letter of
12 Credit, and the amount of Defendant's liability under Section X
13 (Performance Guarantee) of this Consent Decree, shall be reduced
14 accordingly, whether or not a Reduction Certificate is executed
15 and delivered as required hereby.
16

17 34. Upon determination by the Plaintiffs that the
18 work required pursuant to Section VI (Work To Be Performed) has
19 been completed in no fewer than two hundred and seventy-five
20 (275) units, the LC Beneficiary shall surrender the Letter of
21 Credit, and the same shall be cancelled and of no further force
22 or effect.

23 35. Nothing in this Consent Decree shall waive,
24 limit, or affect, as against any of the other parties or any
25 other person or entity, any right, remedy, or recourse of
26 Defendant for any wrongful or unauthorized draw upon the Letter
27 of Credit, or to prevent any wrongful or unauthorized draw upon
28 the Letter of Credit.

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XI. FORCE MAJEURE

36. Defendant shall provide notice orally or by electronic or facsimile transmission to the Civil Division Chief of the United States Attorney's Office and the California Attorney General's Office, as detailed in Section XVI of this Consent Decree (Notice) as soon as possible, but not later than 72 hours after the time Defendant first knew of, or by the exercise of due diligence, should have known of, a claimed force majeure event. Defendant shall also provide formal, written notice, as provided in Section XVI of this Consent Decree (Notice), within seven (7) days of the time Defendant first knew of, or by the exercise of due diligence, should have known of, the event. The notice shall state the anticipated duration of any delay; its causes(s); Defendant's past and proposed actions to prevent or minimize any delay; a schedule for carrying out those actions; and Defendant's rationale for attributing any delay to a force majeure event. Failure to provide oral and written notice as required by this Paragraph shall preclude Defendant from asserting any claim of force majeure.

37. If the United States agrees that a force majeure event has occurred, the United States may agree to extend the time for Defendant to perform the affected requirements for the time necessary to complete those obligations. An extension of time to perform the obligations affected by a force majeure event shall not, by itself, extend the time to perform any other obligation. Where the United States and People agree to an

1 extension of time, the appropriate modification shall be made
2 pursuant to Section XIX of this Consent Decree (Integration).

3 38. If the United States does not agree that a force
4 majeure event has occurred, or does not agree to the extension
5 of time sought by Defendant, the United States' position shall
6 be binding. In any dispute involving force majeure, Defendant
7 bears the burden of proving, by a preponderance of the evidence,
8 that each claimed force majeure event is in fact a force majeure
9 event; that Defendant gave the notice required by Paragraph 36
10 of this Section; that the force majeure event caused any delay
11 Defendant claims was attributable to that event, and that
12 Defendant exercised best efforts to prevent or minimize any
13 delay caused by the event.
14

15 XII. RIGHT OF ENTRY

16 39. HUD, EPA, the People, and their representatives,
17 contractors, consultants, and attorneys shall have the right of
18 entry into and upon all Subject Properties owned or controlled
19 by Defendant, at all reasonable times, upon proper presentation
20 of credentials, for the purposes of:

21 a. monitoring the progress of activities required by
22 this Consent Decree;

23 b. verifying any data or information required to be
24 submitted pursuant to this Consent Decree;

25 c. obtaining samples and, upon request, splits of
26 any samples taken by Defendant or its consultants (upon request,
27 Defendant will be provided with splits of all samples taken by
28 the United States); and

1 d. otherwise assessing Defendant's compliance with
2 this Consent Decree.

3 40. This Section in no way limits or affects any
4 right of entry and inspection held by the United States, HUD,
5 EPA, the State, the County, or the City pursuant to applicable
6 federal, state or local laws, regulations, or permits.

7 **XIII. COVENANT NOT TO SUE**

8 41. In consideration of the payments required by
9 this Consent Decree and the work to be performed, and except as
10 otherwise provided in this Consent Decree, the United States and
11 the People covenant not to sue or take administrative or other
12 action against Defendant arising out of violations of Section
13 1018 at the Subject Properties that occurred on or before the
14 date of lodging of this Consent Decree. This covenant not to
15 sue with respect to Defendant is conditioned upon the complete
16 and satisfactory performance by Defendant of its obligations
17 under this Consent Decree. This covenant not to sue extends
18 only to Defendant and does not extend to any other person or
19 business entity.
20

21 **XIV. PLAINTIFFS' RESERVATIONS OF RIGHTS**

22 42. The covenant not to sue set forth above does not
23 pertain to any matters other than those expressly specified in
24 Paragraph 41. The United States and the People reserve, and
25 this Consent Decree is without prejudice to, all rights against
26 Defendant with respect to all other matters, including but not
27 limited to, the following:
28

1 a. claims based on a failure by Defendant to meet a
2 requirement of this Consent Decree;

3 b. claims based upon violations of Section 1018 that
4 occur after the date of lodging of this Consent Decree;

5 c. criminal liability; and

6 d. all claims not barred by Paragraph 41 of this
7 Consent Decree.

8 **XV. MISCELLANEOUS**

9 43. This Consent Decree in no way affects Defendant's
10 responsibilities to comply with all federal, state, or local
11 laws and regulations.

12 44. Except as otherwise provided in this Consent
13 Decree, each party shall bear its own costs and attorneys' fees
14 in this action.
15

16 **XVI. NOTICES AND SUBMISSIONS**

17 45. Whenever, under the terms of this Consent Decree,
18 notice is required to be given or a document is required to be
19 sent by one party to another, it shall be in writing and
20 directed to the individuals at the addresses specified below,
21 unless those individuals or their successors give notice of a
22 change to the other party in writing. Written notice as
23 specified herein shall constitute complete satisfaction of any
24 written notice requirement of this Consent Decree with respect
25 to the United States and Defendant.

26 46. All notices and reports shall refer to this
27 Consent Decree and the date of entry of the Consent Decree, and
28

1 shall cite the case name of United States v. Linder & Associates
2 and the case number.

3
4 *U.S. Attorney's Office:*

5
6 Chief, Civil Division
7 United States Attorney's Office
8 U.S. Department of Justice
9 Federal Building, Room 7516
10 300 North Los Angeles Street
11 Los Angeles, California 90012
12 213-894-2404
13 213-894-7819 (fax)
14 lee.weidman@usdoj.gov

15
16 *U.S. Department of Justice:*

17 Chief, Environmental Enforcement
18 Section
19 U.S. Department of Justice
20 PO Box 7611
21 Ben Franklin Station
22 Washington, DC 20044
23 D.J. Ref. 90-5-1-1-07223/1

24
25 *U.S. Department of Housing and Urban Development:*

26 Director, Compliance Assistance and
27 Enforcement Division
28 Office of Healthy Homes and Lead Hazard
Control
U.S. Department of Housing and Urban
Development
451 7th Street, SW
Room 8236
Washington, DC 20410

1 and

2
3 John B. Shumway
4 Deputy Assistant General Counsel
5 Office of General Counsel
6 U.S. Department of Housing and Urban
7 Development
8 451 7th Street, SW
9 Room 9253
10 Washington, DC 20410

11 *U.S. Environmental Protection Agency:*

12 Manager, Toxics Office (CED-4)
13 Communities and Ecosystems Division
14 U.S. Environmental Protection Agency
15 Region IX
16 75 Hawthorne Street
17 San Francisco, California 94105

18 *The California Attorney General's Office:*

19 Rose B. Fua
20 Deputy Attorney General
21 1515 Clay Street, Suite 2000
22 P.O. Box 70550
23 Oakland, California 94612-0550
24 510-622-2126
25 510-622-2272 (fax)
26 rose.fua@doj.ca.gov

27 *Defendant:*

28 David Linder
Linder & Associates
3699 Wilshire Blvd.
Suite 800
Los Angeles, California 90010-2719

1 With a copy to:

2
3 Edward D. Vaisbort, Esq.
4 Vaisbort & Associates, P.C.
5 344 North Central Avenue
6 Glendale, California 91203-2216
7 818-630-5025

8 47. Any party may change either the notice recipient
9 or the address for providing notices to it by serving all other
10 parties with a notice setting forth such new notice recipient or
11 address.

12 48. Any notice, report, certification, data
13 presentation, or other document submitted by Defendant pursuant
14 to this Consent Decree which discusses, describes, demonstrates,
15 supports any findings, or makes any representation concerning
16 Defendant's compliance or non-compliance with any requirement of
17 this Consent Decree shall be certified by Defendant or a duly
18 authorized representative of Defendant. A person is a "duly
19 authorized representative" only if: (a) the authorization is
20 made in writing; (b) the authorization specifies either an
21 individual or position having responsibility for overall
22 operation of the regulated facility or activity (a duly
23 authorized representative may thus be either a named individual
24 or any individual occupying a named position); and (c) the
25
26
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1 written authorization is submitted to the United States and the
2 People consistent with this Paragraph.

3 49. The certification required by Paragraph 48,
4 above, shall be in the following form:

5 I certify that the information contained in
6 or accompanying this [type of submission] is
7 true, accurate and complete. With regard to
8 [the/those identified portion(s)] of this [type
9 of submission] for which I cannot personally
10 verify [its/their] accuracy, I certify under
11 penalty of law that this [type of submission] and
12 all attachments were prepared in accordance with
13 procedures designed to assure that qualified
14 personnel properly gather and evaluate the
15 information submitted. Based on my inquiry of
16 the person or persons who manage the system, or
17 those persons directly responsible for gathering
18 the information, or the immediate supervisor of
19 such persons, the information submitted is, to
20 the best of my knowledge and belief, true,
21 accurate and complete. I am aware that there are
22 significant penalties for submitting false
23 information, including the possibility of fines
24 and imprisonment for knowing violations.

25 Signature: _____

26 Name: _____

27 Title: _____

28 **XVII. RETENTION OF JURISDICTION**

50. This Court shall retain jurisdiction over this
matter for the purpose of interpreting and enforcing the terms
of this Consent Decree.

XVIII. INTEGRATION

51. This Consent Decree and its Appendices constitute
the final, complete and exclusive agreement and understanding

1 between the parties with respect to the settlement embodied in
2 this Consent Decree. It may not be enlarged, modified, or
3 altered unless such modifications are made in writing and
4 approved by the parties and the Court. The parties acknowledge
5 there are no representations, agreements or understandings
6 relating to the settlement other than those expressly contained
7 in this Consent Decree.

8 **XIX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

9
10 52. Defendant agrees and acknowledges that final
11 approval of this Consent Decree by the United States and entry
12 of this Consent Decree is subject to the requirements of 28
13 C.F.R. § 50.7, which provides for notice of the lodging of this
14 Consent Decree in the Federal Register, opportunity for public
15 comment for at least thirty (30) days, and consideration of any
16 comments prior to entry of the Consent Decree by the Court. The
17 United States and the People reserve their right to withdraw
18 consent to this Consent Decree based on comments received during
19 the public notice period. Defendant consents to entry of this
20 Consent Decree without further notice to the Court.

21 53. If for any reason the Court should decline to
22 approve this Consent Decree in the form presented, this Consent
23 Decree is voidable at the discretion of Plaintiffs or Defendant
24 and the terms of the Consent Decree may not be used as evidence
25 in any litigation between the parties.

26 ; **XX. EFFECTIVE DATE**

27 54. The effective date of this Consent Decree shall
28 be the date upon which it is entered by the Court.

1 **XXI. RECORD RETENTION AND PRESERVATION**

2 55. Defendant shall preserve, during the pendency of
3 this Consent Decree and for a minimum of at least twelve (12)
4 months after its termination, all documents and records in its
5 custody, control or possession and in the custody, control or
6 possession of its employees, agents, assigns, contractors,
7 subcontractors or consultants, which in any manner relate to
8 this Consent Decree or to the performance of work under this
9 Consent Decree. At the end of this twelve (12) month period and
10 at least thirty (30) calendar days before any document or record
11 is destroyed, Defendant shall notify and make available to the
12 United States and the People such documents and records, or
13 shall provide the originals or accurate, true and complete
14 copies of such documents and records to the United States and
15 the People. Defendant shall not destroy any document or record
16 to which the United States or the People have requested access
17 for inspection or copying until the United States and the People
18 have obtained such access or copies or withdrawn its request for
19 such access or copies.
20

21
22 **XXII. SIGNATORIES/SERVICE**

23 56. Each undersigned representative of the United
24 States, the People, and Defendant certifies that he or she has
25 reviewed this Consent Decree, had the opportunity to have this
26 Consent Decree reviewed by counsel, and is authorized to enter
27
28

1 into the terms and conditions of this Consent Decree and to
2 execute and bind legally such party to this document.

3 57. Defendant hereby agrees not to oppose entry of
4 this Consent Decree by this Court or to challenge any provision
5 of this Consent Decree, unless the United States and the People
6 have notified Defendant in writing that it no longer supports
7 entry of the Consent Decree based on public comments received
8 pursuant to Paragraph 52 above.

9 58. Defendant agrees that the person identified on
10 its behalf under Section XVI is authorized to accept service of
11 process by mail on behalf of Defendant with respect to all
12 matters arising under or relating to this Consent Decree.
13 Defendant hereby agrees to accept service by certified mail in
14 that manner and to waive the formal service requirements set
15 forth in Rule 4 of the Federal Rules of Civil Procedure and any
16 applicable local rules of this Court, including but not limited
17 to, service of a summons.

18 59. Upon approval and entry of this Consent Decree by
19 the Court, the Consent Decree shall constitute a final judgment
20 pursuant to Rules 54 and 58 of the Federal Rule of Civil
21 Procedure.

22
23 **XXIII. TERMINATION**

24 60. This Consent Decree shall terminate within thirty
25 (30) days after all of the following have occurred:

26 a. Defendant has completed all work required by this
27 Consent Decree;
28

b. Defendant has paid all penalties, costs, and interest due under this Consent Decree and established the Letter of Credit required under Section X (Performance Guarantee) and no penalties or costs are outstanding or owed to the United States and the People;

c. Operation and maintenance plans consistent with Chapters 6 and 17 of the HUD Guidelines are in place for all Subject Properties, and Defendant has complied with such operation and maintenance plans;

d. Notification of all Subject Property building owners that operation and maintenance activities shall be conducted in accordance with Chapters 6 and 17 of the HUD Guidelines;

e. Defendant has certified compliance with the terms and conditions of this Consent Decree to the Court, the United States, and the People; and

f. The United States has not disputed Defendant's certification within sixty (60) days of receiving it. If the United States disputes Defendant's certification, the Consent Decree shall remain in effect pending resolution of the dispute by the parties or the Court.

So entered in accordance with the foregoing this _____
day of _____, 2007

UNITED STATES DISTRICT COURT JUDGE

1 United States v. Linder & Associates

2 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
3 above matter, relating to the sites enumerated in this Consent
4 Decree:

5 FOR PLAINTIFF, UNITED STATES OF AMERICA:

6 MATTHEW J. MCKEOWN
7 Acting Assistant Attorney General
8 Environment and Natural Resources Division

9
10 _____ Date 2/22/17
11 W. BENJAMIN FISHEROW
12 Deputy Chief
13 Environmental Enforcement Section
14 Environment and Natural Resources Division
15 U.S. Department of Justice
16 950 Pennsylvania Avenue, NW
17 Washington, DC 20530
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28

1 GEORGE S. CARDONA
Acting United States Attorney
2 LEON W. WEIDMAN
Assistant United States Attorney
3 Chief, Civil Division
4
5

6 Date _____

7 MONICA L. MILLER
Assistant United States Attorney
8 Room 7516, Federal Building
300 North Los Angeles Street
9 Los Angeles, California 90012
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1 United States v. Linder & Associates

3 FOR UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:

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Date 7/17/06

~~JOHN P. OPITZ~~
Acting Associate General Counsel for the
Office of Finance and Regulatory Compliance

Date 7/13/06

~~JOHN B. SHUMWAY~~
Deputy Assistant General Counsel for Program
Compliance
Office of General Counsel
U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

1 United States v. Linder & Associates

2
3 FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:
4
5
6

7 _____ Date Nov. 7, 2006

8 GRANTA Y. NAKAYAMA

9 Assistant Administrator

10 Office of Enforcement and Compliance Assurance

U.S. Environmental Protection Agency

Washington, D.C.

1 United States v. Linder & Associates

2

3 FOR THE PEOPLE OF THE STATE OF CALIFORNIA, EX REL. ATTORNEY

4 GENERAL EDMUND G. BROWN, JR.:

5

6

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8

9

Date _____

10

ROSE B. FUA

11

DEPUTY ATTORNEY GENERAL

12

13

14

Date _____

BRIAN HEMBACHER

15

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1 United States v. Linder & Associates

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3 FOR LINDER & ASSOCIATES:
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9 _____ Date 6/12/06

10 David Linder

11 President of Linder & Associates, a California Corporation

12 3699 Wilshire Blvd.

13 Suite 800

14 Los Angeles, California 90010-2719

15 213-487-0800

16 213-487-7066 (fax)
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APPENDIX A

(Subject Properties with Street Addresses, Number of Units,
Units with Children, and Construction Date)

PROPERTY ADDRESS	# OF BEDROOMS	START OF MGMT	DATE CONSTRUCTED	Unit Children
1159-1173 S WESTMORELAND LOS ANGELES, CA 90006	2 - 2 BEDROOM 4 - 1 BEDROOM 6 - 0 BEDROOM	4/99	1940	1159 - 2c 1161 - 1-2c 1167 - 0c 1171 - 1-0c 1173 - 3-0c 1173 - 0c
1172 N. KINGSLEY DR. LOS ANGELES, CA 90029	5 - 1 BEDROOM 11 - 0 BEDROOM	3/98	1926	100 - 1c 101 - 0c 106 - 1c 200 - 1c 201 - 0c 206 - 0c
1220 S. HARVARD AVE. LOS ANGELES, CA 90046	3 - 1 BEDROOM 19 - 0 BEDROOM	5/99	1932	No Lead
2941-2943 ½ W. 8TH ST. LOS ANGELES, CA 90005	4 - 2 BEDROOM	7/90	1923	2941 - 0c 2941 ½ - 0c 2943 - 1 2943 ½ - 3c
400-402 S. ALEXANDRIA AVE.	1 - 4 BEDROOM 1 - 2 BEDROOM	4/98	1935	No Children

1	LOS ANGELES, CA 90020	7 - 1 BEDROOM			
2		3 - 0 BEDROOM			
3					No Lead
4	806 N. AUSTIN AVE.	6 - 2 BEDROOM	3/99	1956	
5	INGLEWOOD, CA 90302				
6	211-217 3/4 NRENO ST.	1- 3 BEDROOM	5/93	1925	211 - 2c
7	LOS ANGELES, CA 90026	15 - 2 BEDROOM			213 - 0c
8					215 - 0c
9					217 - 0c
10					211 1/2 -1c
11					211 1/4 0c
12					211 3/4 0c
13					213 1/2 -0c
14					213 1/4 0c
15					213 3/4 3c
16					215 1/2 -0c
17					215 1/4 1c
18					215 3/4 3c
19					217 1/2 -0c
20					217 1/4 2c
21					217 3/4 2c
22		8 - 1 BEDROOM		13251925(12)	103 - 2c
23	1325 S. BRONSON AVE.	4 - 0 BEDROOM	5/93		104 - 4c
24	LOS ANGELES, CA 90019				105 - 2c
25					106 - 1c
26					203 - 2c
27					204 - 2c
28					205 - 3c

				206 - 1c
1329 S Bronson	1 - 2BEDROOM	5/93	1923	1327 - 0C
	1 - 1BEDROOM			1329 - 2C
1335 S. Bronson	16 - 0BEDROOM		1923	
1111 S. NORTON AVE.	4 - 1 BEDROOM	7/90	1928	101 - 2C
LOS ANGELES, CA 90019	16 - 0 BEDROOM			102 - 0C
				201 - 0C
				202 - 3C

5705 CARLTON WAY LOS ANGELES, CA 90028	1 - 2 BEDROOM 10 - 1 BEDROOM	3/98	1954	
724-743 ½ S. CARONDELET LOS ANGELES, CA 90057	4 - 2 BEDROOM 8 - 1 BEDROOM	1/97	1914	724 - 0c 726 - 2c 728 - 0c 730 - 0c 732 - 1c 734 - 0c 724 ½ - 0c 726 ½ - 0c 728 ½ - 0c 730 ½ - 0c 732 ½ - 2c 734 ½ - 0c
1326 W. 11TH ST. LOS ANGELES, CA 90015	3 - 1 BEDROOM 15 - 0 BEDROOM	5/93	1923	105 - 1c 201 - 1c 301 - 2c
3458-3460 ¾ E 7TH ST. LOS ANGELES, CA 90023	8 - 1 BEDROOM	11/96	1923	3458 - 0c 3458 ½ - 2c 3458 ¾ - 1c 3460 - 4c 3460 ½ - 2c 3460 ¾ - 2c 3460 ¾ - 1c
1648 EDGECLIFFE DR. LOS ANGELES, CA 90026	5 - 2 BEDROOM 2 - 0 BEDROOM	4/98	1962	No Lead

1					
2	5212-5216½ FOUNTAIN AVE.	10 - 1 BEDROOM	5/98	1918	
3	LOS ANGELES, CA 90029				
4					1 - 5c
5	2850 FRANCIS AVE.	4 - 1 BEDROOM	5/93	1923	8 - 0c
6	LOS ANGELES, CA 90005	12 - 0 BEDROOM			9 - 1c
7					17 - 0c
8					4 - 1c
9	1918 N. GRACE AVE.	17 - 1 BEDROOM	7/90	1910	6 - 2c
10	LOS ANGELES, CA 90068	1 - 0 BEDROOM			8 - 1c
11					12 - 1c
12					17 - 3c
13					All other units
14					have no children
15					
16	3730-3740 W. 9 TH	4 - 1 BEDROOM	3/98	1944	3730 - 0c
17	LOS ANGELES, CA 90019	2 - 2 BEDROOM			3736 - 1 1c
18					2 - 2c
19					3 - 2c
20					4 - 2c
21					3740 - 2c
22					1 - 0c
23	909 S. GRAMERCY DR.	4 - 1 BEDROOM			2 - 0c
24	LOS ANGELES, CA 90019				3 - 0c
25					4 - 2c
26		1 - 3 BEDROOM			No Lead
27	567 E. HAZEL ST.	4 - 2 BEDROOM	7/98	1960	
28	INGLEWOOD, CA 90302	5 - 1 BEDROOM			

15504&15512 HESPERIA RD.	3 - 2 BEDROOM			No Lead
VICTORVILLE, CA 92392	3 - 1 BEDROOM	7/97		
218 E. HYDE PARK	1 - 3 BEDROOM			No Lead
INGLEWOOD, CA 90302	1 - 2 BEDROOM	11/98	1963	
	4 - 1 BEDROOM			

12295-13013 LAKOTA RD. APPLE VALLEY, CA 92308	6 - 2 BEDROOM	7/97	1975	No Lead
325 S. COLUMBIA AVE. LOS ANGELES, CA 90057	1 - 1 BEDROOM 34 - 0 BEDROOM	7/90	1922	1 - 0c
1010 N. MADISON AVE. LOS ANGELES, CA 90029	6 - 1 BEDROOM 21 - 0 BEDROOM	6/92	1927	2 - 1c 12 - 3c 14 - 0c 15 - 1c 26 - 0c 28 - 0c
655 N. MANHATTAN PL. LOS ANGELES, CA 90004	7 - 1 BEDROOM 11 - 2 BEDROOM	7/90	1953	No Lead
5044 MAPLEWOOD AVE. LOS ANGELES, CA 90004	2 - 2 BEDROOM 6 - 1 BEDROOM	3/98	1962	No Lead
3703-3707 1/2 MONONST. LOS ANGELES, CA 90027	2 - 1 BEDROOM 4 - 0 BEDROOM	7/93	1924 - Duplex 1927-(4 UNIT)	3703 - 0c 3703 1/2 -0c
8233 S. FIGUEROA ST. LOS ANGELES, CA 90003	1 - 2 BEDROOM 13 - 1 BEDROOM 25 - 0 BEDROOM	2/92	1947-14 UNIT	Demolished
	3 - 2 BEDROOM			101 - 2c

1	751 S. NORMANDIE AVE.	6 - 1 BEDROOM	9/92	1928	102 - 1c
2	LOS ANGELES, CA 90005	47 - 0 BEDROOM			201 - 0c
3					202 - 0c
4					301 - 0c
5					302 - 0c
6					401 - 2c
7					402 - 0c
8					501 - 4c
9					No Lead
10	1026 S. NORTON AVE.	5 - 2 BEDROOM	11/93	1957	
11	LOS ANGELES, CA 90019	5 - 1 BEDROOM			
12	8926 ORION AVE.	1 - 3 BEDROOM			No Lead
13	NORTH HILLS, CA 91343	30 - 2 BEDROOM	7/90	1964	
14		4 - 1 BEDROOM			

1308 S. 5TH AVE. LOS ANGELES, CA 90019	7 - 0 BEDROOM	12/94	1924	
1314 S. 5 th AVE. LOS ANGELES, CA 90019	2 - 0 BEDROOMS 4 - 1 BEDROOM	12/94	1924	1 - 1C 2 - 0C 3 - 2C 4 - 0C
1381 KENISTON AVE. LOS ANGELES, CA 90019	7 - 1 BEDROOM 1 - 2 BEDROOM	9/98	1958	17 - 0C 18 - 2C 19 - 2C 20 - 1C 21 - 0C 22 - 2C 23 - 0C 24 - 0C
1631-1649 N. RODNEY DR LOS ANGELES, CA 90027	6 - 2 BEDROOM 16 - 1 BEDROOM 4 - 0 BEDROOM	3/99	1942	1643 - 1 - 1C All other units no children
4729 SAN VICENTE BLVD. LOS ANGELES, CA 90019	19 - 1 BEDROOM 2 - 2 BEDROOM	9/98	1951	No Lead
4757 - 4763 SAN VICENTE LOS ANGELES, CA 90019	14 - 1 BEDROOMS 2 - 2 BEDROOMS	9/98	1954	1 - 2C 2 - 2C 3 - 1C 4 - 3C 5 - 2C 6 - 3C 7 - 4C 8 - 0C

				9 - 0C
				10 - 3C
				11 - 2C
				12 - 3C
				13 - 0C
				14 - 0C
				15 - 3C
				16 - 0C
4809 - 4819 San Vicente LOS ANGELES, CA 90019	16 - 1 BEDROOM 4 - 0 BEDROOM	9/98	1954	2 - 1C 3 - 0C 4 - 0C 5 - 1C 7 - 0C 8 - 0C 9 - 0C 10 - 1C 12 - 0C 14 - 2C 15 - 2C 16 - 1C 17 - 0C 18 - 0C 19 - 0C 20 - 1C 21 - 0C
711 S. HARVARD LOS ANGELES, CA 90005	7 - 1 BEDROOM 2 - 0 - BEDROOM		1945	No Lead
717 S. HARVARD	2 - 0 BEDROOM		1955	No Lead

LOS ANGELES, CA 90005	4 - 1 BEDROOM			
	2 - 2 BEDROOM			
723 S. HARVARD LOS ANGELES, CA 90005	3 - 0 BEDROOM		1964	No Lead
	5 - 1 BEDROOM			
625 N. SYCAMORE AVE. LOS ANGELES. CA 90036	9 - 2 BEDROOM 27 - 1 BEDROOM 15 - 0 BEDROOM	11/98	1972	No Lead

15702-15720 TERN RD. VICTORVILLE, CA 92394	4 - 2 BEDROOM 6 - 1 BEDROOM	7/97	1972	No Lead
511 VENICE WAY INGLEWOOD, CA 90302	1 - 3 BEDROOM 2 - 2 BEDROOM 9 - 1 BEDROOM	7/98	1960	No Lead
10625-35 S. VERMONT AVE. LOS ANGELES, CA 90044	1 - 4 BEDROOM 3 - 1 BEDROOM 12 - 0 BEDROOM	3/95	1936-1 UNIT 1949-3 UNITS 1952 12 UNITS	25 ½ - 1c 27 - 0c 27 ½ - 0c 35 - 3c
1251 S. WESTMORELAND AVE LOS ANGELES, CA 90006	20 - 1 BEDROOM 4 - 0 BEDROOM	3/99	1940	No Lead Demolished
1521 WILCOX AVE. 1523 & 23 ½ WILCOX AVE HOLLYWOOD, CA 90028	2 - 1 BEDROOM 20 - 0 BEDROOM	5/93	1521-1923 1523 - 1937 1523 ½ - 1937	101 - 0c 201 - 1c
427 NORMANDIE PL. LOS ANGELES, CA 90004	8- 1 BEDROOM	5/93	1926	1 - 4c 2 - 2c 3 - 3c 4 - 1c 5 - 0c 6 - 0c 7 - 0c 8 - 3c

1	431 NORMANDIE PL.	8 1 BEDROOM	5/93	1926	1 - 2C
2	LOS ANGELES, CA 90004				2 - 0C
3					3 - 1C
4					4 - 1C
5					5 - 0C
6					6 - 0C
7					7 - 0C
8					8 - 3C
9					No Lead
10	825 S. WINDSOR BLVD.	4 - 2 BEDROOM	9/98	1957	
11	LOS ANGELES, CA 90005	11 - 1 BEDROOM			

APPENDIX B

FORM OF BENEFICIARY LETTER OF INTENT

[Date]

Chief, Civil Division

United States Attorney's Office

U.S. Department of Justice

Federal Building, Room 7516

300 North Los Angeles Street

Los Angeles, California 90012

Director, Compliance Assistance and Enforcement Division

Office of Healthy Homes and Lead Hazard Control

U.S. Department of Housing and Urban Development

451 7th Street, SW

Room P-3206

Washington, DC 20410

John Shumway

Deputy Assistant General Counsel

Office of General Counsel

US Department of Housing and Urban Development

451 7th Street, SW

Room 9253

Washington, DC 20410

1 Manager, Toxics Office (CED-4)
2 Communities and Ecosystems Division
3 US Environmental Protection Agency
4 Region IX
5 75 Hawthorne Street
6 San Francisco, California 94105

7
8 Rose Fua
9 Deputy Attorney General
10 1515 Clay Street, Suite 2000
11 P.O. Box 70550
12 Oakland, California 94612-0500
13
14
15

16 Re: Letter of Credit No. _____, dated _____, 200__.

17
18 Ladies and Gentlemen:

19 [Name of Beneficiary] located at [address of Beneficiary] has agreed to be the beneficiary
20 of the above referenced irrevocable letter of credit ("Letter of Credit"). [Beneficiary] is aware of
21 the terms set forth in the Consent Decree between the United States, the People, and Linder &
22 Associates, cv (CDCA) entered by the court on _____, ("Consent Decree.")
23 Consistent with the terms of the Consent Decree, [Beneficiary] will use the funds drawn from
24 the Letter of Credit solely for the purpose of lead abatement in residential dwelling units in the
25 City of Los Angeles. Within two years of receipt of funds from the issuer of the Letter of Credit,
26 Beneficiary will report on the status of its use of the funds to the United States and the People at
27 the addresses listed above.
28

[Name of Beneficiary]

By: _____
[Insert name and title of
authorized officer]

1
2 APPENDIX C

3
4 FORM OF LETTER OF CREDIT CERTIFICATION

5
6 [Date of Draft]

7
8 [Name and Address of
9 Issuing Bank]

10
11 Re: Letter of Credit No. _____, dated _____, 200_.

12
13 Ladies and Gentlemen:

14
15 We refer to your Irrevocable Letter of Credit No. _____ dated _____, 200_ (the "Letter of
16 Credit") issued for the account of Linder & Associates (the "Applicant"). Any term which is defined in
17 the Letter of Credit shall have the same meaning when used herein. The undersigned, a duly authorized
18 officer of _____ [Beneficiary] _____ ("we" or "us"), hereby certifies to you that:

- 19
20 1. The Beneficiary is aware of a certain case filed in the United States District Court for the
21 Central District of California, captioned as United States of America vs. Linder &
22 Associates, Case No. _____ (the "Subject Action"). In the Subject Action, the parties
23 thereto, through counsel, filed a certain Consent Decree that was entered in the Subject
24 Action on _____, 200_ (the "Consent Decree"). The Letter of Credit was obtained and
25 provided by Applicant to assure the performance of certain obligations of Applicant
26 under the terms of said Consent Decree.
- 27 2. Consistent with the terms of the Consent Decree, we hereby make demand under the
28 Letter of Credit, by our presentment of the sight draft accompanying this Certificate, for
payment of \$_____, representing the amount that the Beneficiary is entitled to draw
under the Letter of Credit pursuant to the Consent Decree. An authorized representative
of the United States Environmental Protection Agency ("EPA") or United States
Department of Housing and Urban Development ("HUD") has provided a signed
statement (1) that Linder & Associates failed to certify it has completed the requirements
of Section VI of the Consent Decree for at least two hundred and seventy-five (275) units

1 in the Subject Properties as defined in the Consent Decree; or (2) that EPA and HUD
2 have determined that Linder & Associates failed to complete the requirements of Section
3 VI of the Consent Decree for at least two hundred and seventy-five (275) units in the
4 Subject Properties as defined in the Consent Decree.

5
6 3. Funds drawn from the Letter of Credit by us will be used solely for reimbursing costs of
7 lead abatement work in residential housing in the City of Los Angeles.

8 4. We request that the payment hereby demanded be made by wire transfer to the following
9 account: Account Number _____ [insert account number], in the name of
10 _____ [insert account name], with _____ [insert name and address of
11 banking institution to receive funds], ABA No. _____ [insert ABA routing number
12 of recipient bank].

13
14 IN WITNESS WHEREOF, we have executed and delivered this Certificate as of the ____ day of
15 _____, 200__.

16 [Name of Beneficiary]

17 By: _____
18 [Insert name and title of
19 authorized officer]

1 APPENDIX D

2
3 FORM OF LETTER OF CREDIT REDUCTION CERTIFICATE

4
5 [Date of Draft]

6
7 [Name and Address of

8 Issuing Bank]

9
10 Re: Letter of Credit No. _____, dated _____, 200_.

11
12 Ladies and Gentlemen:

13
14 We refer to your Irrevocable Letter of Credit No. _____ dated _____, 200_ (the "Letter of
15 Credit") issued for the account of Linder & Associates (the "Applicant"). Any term which is defined in
16 the Letter of Credit shall have the same meaning when used herein. The undersigned, a duly authorized
17 officer of _____ [Beneficiary] _____ ("we" or "us"), hereby certifies to you that:

- 18
19 1. The Beneficiary is aware of a certain case filed with the United States District Court for
20 the Central District of California, captioned as United States of America v. Linder &
21 Associates, Case No. _____ (the "Subject Action"). In the Subject Action, the parties
22 thereto, through counsel, filed a certain Consent Decree that was entered in the Subject
23 Action on _____, 200_ (the "Consent Decree"). The Letter of Credit was obtained and
24 provided by Applicant to assure the performance of certain obligations of Applicant
25 under the terms of said Consent Decree.
- 26 2. An authorized representative of the United States Environmental Protection Agency
27 ("EPA") or United States Department of Housing and Urban Development ("HUD") has
28 provided a signed statement that Linder & Associates certified that it has completed the
requirements of Section VI of the Consent Decree for _____ units in the Subject Properties
as defined in the Consent Decree. For the completion of each unit, pursuant to the terms
of the Consent Decree, the Letter of Credit is to be reduced by \$364.00. We hereby agree
that the amount of the Letter of Credit shall be permanently reduced by \$_____ in
accordance with the provisions of the Consent Decree. Accordingly, the amount we shall
hereafter be entitled to draw under the Letter of Credit shall not exceed \$_____. This

Certificate constitutes an amendment to the Letter of Credit, which amendment is effected by delivery of this Certificate, without further action by any person.

IN WITNESS WHEREOF, we have executed and delivered this Certificate as of the ____ day of

____, 200__.

[Name of Beneficiary]

By: _____
[Insert name and title of
authorized officer]